



**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION &
PUBLIC FACILITIES**

HQ, STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE
ANCHORAGE, ALASKA 99508

**REQUEST FOR PROPOSALS - RFP SEF-
1132**

TITLE: Trade-in of 2001 Ford Expedition, VIN: 1FMRU16W21LA89658,
Odometer: 48391 **for New Class 152 Full Size Sport Utility**

DATE: June 5, 2006

CONTRACTING OFFICER: Lynda Simmons, Contracting Officer III

PROPOSAL DUE DATE and TIME: Thursday, June 8, 2006 @ 2:30PM

REQUESTED DELIVERY DATE: Friday June 16, 2006

VIEWING LOCATION/FOB POINT: ANCHORAGE– AK, DOT&PF, State
Equipment Fleet, 4801 Boniface Parkway

BID PROPOSAL: Year/Make/Model: _____

Trade-in Bid: _____

TOTAL BID: _____

Description of Deliverables Requested:

	SPECIFICATION	YES	NO
1	8-passenger seating (3rd row seating, front bucket seats)		
2	Four (4) doors		
3	Wheelbase 116 inches		
4	Overall length 193 inches		
5	Gas Engine, V8, 4.6 Liter, 245 HP		
6	Automatic Transmission, 4 speed with OD		
7	Limited Slip or Locking Differential		
8	Anti-lock Brake System, 4-wheel		
9	All season radial tires, full size spare		
10	antifreeze -50		
11	AM/FM radio with CD Player		
12	Cloth Upholstery		
13	Supplemental Restraint System		
14	Carpet Flooring with Floor Mats		

15	Power Windows and Locks		
16	Keyless Remote Entry		
17	Air Conditioning in Front and Back		
18	Tilt Steering and Cruise Control		
19	Tow Hooks		
20	Trailer Towing Package w/ Class III Hitch		
21	Engine Block Heater		
22	Random Color Preferred, White Acceptable		

1. **To be Considered. Proposals Should Address the Following Items at a minimum:**
 - 1.1. Fill in the table on page 1 (above) of the proposal and provide the build sheet describing the unit offered.
 - 1.2. Cost proposal, must include all fees associated with the purchase and delivery of the unit.
 - 1.3. Warranty to be manufacturer's standard warranty at a minimum. Please provide details as to the warranty offered.
 - 1.4. Delivery, FOB Anchorage SEF shop.
2. **Submitting Proposals:**
 - 2.1. Your proposal must include the above items to be considered responsive:
 - 2.2. A proposal may be corrected, modified or withdrawn before the time and date set for submission of proposals.
 - 2.3. Proposals are due prior to, and should be sent or delivered to –
HQ, State Equipment Fleet
2200 E. 42nd Avenue
Anchorage, Alaska 99508
Fax: 907-269-0801
 - 2.4. ***NOTE:*** Please insure that your proposal is marked with the proposal number, and put attention to Lynda Simmons, Contracting Officer III, to insure timely submission.
3. **Authorized Signature:** All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the proposal due date unless otherwise stipulated in the offer.
4. **Offeror's Notice:**
 - 4.1. By signature on the proposal, the offeror certifies that:
 - 4.1.1. The offeror has a valid Alaska business and has written the license number below and has submitted one of the following forms of evidence of an Alaska business license with the proposal: a copy of the offeror's valid business license; a copy of the business license application with a receipt date stamp from the State's business license office; a receipt from the State's business license office for the license fee; a canceled check for the business license fee; a sworn notarized affidavit that the proposer has applied and paid for a business license.
 - 4.1.2. The price(s) submitted was arrived at independently and without collusion and that the offeror is complying with the laws of the State of Alaska; the applicable portion of the Federal Civil Rights Act of 1964; the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and all terms and conditions set out in this Request for Proposals (RFP).
 - 4.1.3. If any offeror to comply with (1) or (2) of this paragraph, the State may reject the proposal, terminate the contract, or consider the contractor in default.
5. **Authority:** This RFP is written in accordance with Alaska Statute 36.30 and Alaska Administrative Code 2 AAC 12.
6. **RFP Review:** Offerors shall carefully review this RFP for defects and questionable or objectionable material. Offerors comments concerning and questionable or objectionable material in the RFP must be made in writing and received by the Contracting Officer at the following address before the proposal due date: Lynda Simmons, Contracting Officer III HQ State Equipment Fleet 4200 E. 42nd Avenue, Anchorage, Alaska 99508

7. **Filing a Protest:**
- 7.1. An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320.
- 7.2. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information:
- 7.2.1.(1) the name, address, and telephone number of the protester;
- 7.2.2.(2) the signature of the protester or the protester's representative;
- 7.2.3.(3) identification of the contracting agency and the solicitation or contract at issue;
- 7.2.4.(4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- 7.2.5.(5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.
8. **Compliance:** In the performance of a contract that results from this RFP, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes
9. **Prices:** The offeror shall state prices in the units of issue on this RFP. Prices proposed for commodities must be in US. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices proposed for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following
10. **Firm Offer:** For the purpose of award, proposals made in accordance with this RFP must be good and firm for a period of 30 days following delivery of the proposal.
11. **Late Proposals:** Proposals received after the time and date set for their receipt (due date) will not be accepted and will be returned to the offeror unopened.
12. **Proposal Rejection:** The State reserves the right to reject all proposals at any time prior to award, and to waive formalities when it is in the State's best interest to do so. The State may reject proposals if they are incomplete, fail to acknowledge addenda, are improperly signed, or conditioned in any way. The State is not liable for any costs incurred by the offeror in proposal preparation.
13. **Funding:** This proposal is fully funded.
14. **Payment:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.
15. **Assignments:** Assignment of rights, duties, or payments under a contract resulting from this RFP is not permitted unless authorized in writing by the contracting officer of the contracting agency. Proposals that are conditioned upon the State's approval of an assignment will be rejected as non-responsive

16. **Force Majeure:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities
17. **Indemnification:** The Contractor shall indemnify, 4., and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
18. **Disputes:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the First Judicial District of Alaska.
19. **Award:** Award will be made to the responsive, responsible offeror providing the proposal determined by the Contracting Officer to be the most advantageous to the State.
20. **Vendor Tax ID:** If goods or services procured through this RFP are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.
21. **Severability:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
22. **Title:** Title passes to the State for each item at FOB destination.
23. **Suitable Materials:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
24. **Specifications:** Unless otherwise specified in the RFP, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
25. **Conflict of Interest:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

26. **Subcontractor(s):** Within five (5) working days of notice, the apparent low offeror must submit a list of the subcontractors that will be used in the performance of the contract. Subcontractors may be added or changed by the contractor if prior written approval is obtained from the procurement officer of the contracting agency. The procurement officer may approve new or different subcontractors at his or her discretion.
27. **Contract Extension:** Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
28. **Default:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
29. **Consumer Electrical Products:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this Proposal the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
30. **Continuing Obligation of the Contractor:** Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until warranty; guarantee, maintenance and parts availability requirements have completely expired.
31. **Order Documents:** Except as specifically allowed under this RFP, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this RFP. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFP.
32. **Billing Instructions:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
33. **Offerors with Disabilities:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFP as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.
34. **Compliance with ADA:** By signature of their Proposal the offeror certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

35. **Alaska Bidder Preference:** The award of a contract, based on a Request for Proposal (RFP) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole Proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.
36. **Application of Preferences:** Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaskan Bidder and Offeror preferences are the two most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Services' web site:

<http://www.state.ak.us/local/akpages/ADMIN/dgs/policy.htm>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.170(c)

Alaskans with Disability Preference - AS 36.30.170 (e)

Employers of People with Disabilities Preference - AS 36.30.170 (f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the Employment Program Preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the State to disallow the preference.

Lynda Simmons, Contracting Officer III
Phone: 907-269-0788
Fax: 907-269-0801
Email: Lynda_Simmons@dot.state.ak.us